

Article - Health - General

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§19-713.1.

(a) A contract between a health maintenance organization and its subscribers or a group of subscribers may contain nonduplication provisions or provisions to coordinate the coverage with subscriber contracts of other health maintenance organizations, health insurance policies, including those of nonprofit health service plans, and with other established programs under which the subscriber or member may make a claim.

(b) Notwithstanding the provisions of subsection (a) of this section, a contract between a health maintenance organization and its subscribers or a group of subscribers may not contain nonduplication provisions or provisions to coordinate coverage with any individually underwritten and issued, guaranteed renewable, specified disease policy, as defined in § 15-109 of the Insurance Article, or intensive care policy, which does not provide benefits on an expense incurred basis.

(c) For purposes of this section, “intensive care policy” means a health insurance policy that provides benefits only when treatment is received in that specifically designated facility of a hospital that provides the highest level of care and which is restricted to those patients who are physically, critically ill or injured.

(d) Notwithstanding § 19-701(g)(3) of this subtitle, a contract between a health maintenance organization and its subscribers or a group of subscribers may contain a provision allowing the health maintenance organization to be subrogated to a cause of action that a subscriber has against another person:

(1) To the extent that any actual payments made by the health maintenance organization result from the occurrence that gave rise to the cause of action; or

(2) For a nonprofit health maintenance organization that exclusively contracts with a group of physicians to provide or to arrange for the provision of health care services for its enrollees, for any service provided by the health maintenance organization as a result of the occurrence that gave rise to the cause of action, per the fee schedule established by the nonprofit health maintenance organization.

(e) (1) Subsection (d) of this section does not allow a contract between a health maintenance organization and its subscribers or a group of subscribers to contain a provision allowing the health maintenance organization to recover any

payments made to a subscriber under the personal injury protection coverage of a motor vehicle liability insurance policy.

(2) A contract between a health maintenance organization and its subscribers or a group of subscribers may not contain a provision that requires personal injury protection benefits under a motor vehicle liability insurance policy to be paid before benefits under the contract.

(f) Subsection (d) of this section does not allow a health maintenance organization to recover medical expenses from a subscriber under a subrogation provision unless the subscriber recovers for medical expenses in a cause of action.

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